Supreme Court, U.S.
FILED
JUL 5 2000
OFFICE OF THE CLERK

No. 00 58

IN THE

SUPREME COURT OF THE UNITED STATES

CHRISTOPHER SAPP and JEAN SAPP,

Petitioners,

v.

RAIN & HAIL INSURANCE SERVICE,

"Respondent".

ON PETITION FOR WRIT OF *CERTIORARI* TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

PETITION FOR WRIT OF *CERTIORARI*

CHRISTOPHER SAPP*
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*Pro Se**

26pp

QUESTION PRESENTED

Should the Federal Courts accept the transfer of a state case where the complaint shows on its face that is brought by a non-existent or fictitious person in an effort to defraud by using the word- emblem of the United States of America: "Federal"?

PARTIES TO THE PROCEEDING

Petitioners

Christopher Sapp, individually, doing business as C & J Sapp Publishing Company; Jean Sapp, individually, doing business as C & J Sapp Publishing Company. The Sapps are husband and wife.

"Respondent"

Rain & Hail Insurance Service is listed as the "Respondent" but it is not a legal entity and so there are no other parties to this proceeding other than the Petitioners.

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First Issue: Must the Federal Courts be duty-bound to accept the transfer of a case from State Court where financial pirates have hidden behind the prestige of the United States of America, misusing the symbolic word "Federal"?

Second Issue: Did the Court of Appeals err when it granted relief for a non-existent

or fictitious plaintiff, in direct conflict with both the United States Constitution and the rulings of the U.S. Supreme Court?

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OPINIONS BELOW

The opinion of the United States Court of Appeals for the Fifth Circuit is reproduced in Appendix D; the Court of Appeals determined that its opinion should not be published. The opinion of the District Court for the Northern District of Texas, Amarillo Division, is reproduced as Appendix C.

STATEMENT OF JURISDICTION

The decision of the United States Court of Appeals for the Fifth Circuit ("Court of Appeals") was filed on April 12, 2000. There was no petition for rehearing.

The jurisdiction of this Court is invoked under 28 U.S.C. § 1254(1).

CONSTITUTIONAL PROVISIONS INVOLVED

Article III, Section 1 of the United States Constitution provides in relevant part: "The judicial Power of the United States, shall be vested in one supreme Court, and in such inferior Courts as the Congress may from time to time ordain and establish.

Article III, Section 2 of the United States Constitution provides in relevant part: "The judicial Power shall extend to all Cases. . . arising under this Constitution, the Laws of the United States, and Treaties . . . - to Controversies to which the United States shall be a Party . . ."

The Fourteenth Amendment, Section 1, to the United

States Constitution provides in relevant part: "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

STATEMENT OF THE CASE

The fundamental question in this case is whether the Federal Courts are obliged to protect the power and prestige of the United States of America, even if there is no specific procedure for transferring a state case which, in and of itself, poses a distinct threat to a National emblem or symbol. While the answer would seem to be obviously in the affirmative, a brief review of the background of this appeal shows that even the best of federal judges can have bad days.

A. Background in South Texas.

The killer freezes of the 1980's destroyed the citrus orchards in South Texas. The Federal Crop Insurance Corporation paid massive awards to these farmers on their crop and tree insurance. The devastated farmers felt confident in replanting their orchards because the Federal Government stood behind the insurance program: if its Federal, it has to be sound, reputable, and reliable.

While the farmers were receiving the insurance money, the chief grower organization was receiving very little income. Apparently, one or more of the key executives in the grower organization decided that the sale of Federal Crop Insurance would be more profitable if the policies which were ordered by the farmers were never issued or delivered.

The Sapps were two of the farmers raising citrus in

South Texas who ordered Federal Crop Insurance from a company called Rain & Hail Insurance Services, Inc. To the best of the Sapps' knowledge, no policies were issued or delivered to the farmers by this corporation after the 1989 killer freeze. Instead, many farmers and the United States of America paid millions of dollars to a fictitious entity with the sound-alike, look-alike name of Rain & Hail Insurance Service

The pre-1990 entity was a corporation; the post-freeze Rain & Hail was nothing, only a fictitious name or cover used to cheat farmers and the United States of America.

B. The Proceedings Below.

The Sapps live in South Florida. They were sued in the Potter County District Court in Amarillo, Texas for non-payment for (non-existing) Federal Crop Insurance policies by Rain & Hail Insurance Service. After a period of time, during which their motion to dismiss for improper venue lay dormant, the Sapps filed a notice with the U.S. District Court, requesting both a removal and a transfer of the state case to Federal Court.

The U.S. District Judge ignored the part of the notice calling for a transfer of the state action to Federal Court and, on the basis of an apparently limited study of the removal notice, granted a motion for remand filed by an attorney for Rain & Hail Insurance Service, the fictitious, non-existent plaintiff.

The Sapps appealed the remand order, not only because the remand was improper but, more importantly, they felt that the U.S. District Judge was obliged to accept jurisdiction under what they had called a "transfer" notice to the court: the pirates were falsely sailing under the "Federal" flag and it was the job of the Federal Courts to protect the reputation of this word-

emblem, "Federal".

The U.S. Court of Appeals reviewed only the remand aspects of the District Judge's order and found the appeal to be improper. At the request of the fictitious, non-existent Rain & Hail Insurance Service , the appellate court also imposed sanctions against the Sapps. The abuse of the emblem "Federal" went on, unstopped by the two Federal Courts.

Thus, this timely petition for writ of *certiorari* is brought.

REASON FOR GRANTING THE WRIT

I

THE FEDERAL COURTS MUST BE DUTY BOUND TO ACCEPT THE TRANSFER OF A CASE FROM STATE COURT WHERE FINANCIAL PIRATES HAVE HIDDEN BEHIND THE PRESTIGE OF THE UNITED STATES GOVERNMENT, MISUSING THE SYMBOLIC WORD "FEDERAL".

The power and prestige of the United States of America are entrusted to the Federal Courts by Article III, Sections 1 and 2, of the United States Constitution. Two of those courts are the Court s of Appeal and the District Courts. 28 U.S.C. §43 and 28 U.S.C. § 132, respectively.

Whenever there is manifest injustice, the Federal Courts will overlook procedural niceties to deal with the problem . *Schlup v. Delo,* 130 L.Ed. 2d 808 (1995). This flexibility was announced in *Bivens v. Six Unknown Named Agents of Federal Bureau of Narcotics*, 91 S.Ct. 1999 (1971):

[W]here federally protected rights

> have been invaded, it has been the rule from the beginning that courts will be alert to adjust their remedies so as to grant the necessary relief. page 2002.

Although the face of the Complaint showed that Petitioners were being hounded by spurious claims for Federal Crop Insurance, both the District Court and the Court of Appeals adopted a hands-off policy: leave this to the state court.

Petitioners suggest that the name "Federal" will cease to have symbolic value if the Federal Courts allow a financial pirate to use the belief of this Nations' citizens that "Federal" means honest, upstanding, reliable and accountable. If financial pirates and predators can with impunity fly the flag "Federal", then the Federal Courts have demeaned themselves as well as the power and prestige of this Nation.

Whenever our National prestige is sullied, the Federal Courts should correct the situation wherever possible. The letters F.B.I. would have far less prestige if this was the Florida Bureau of Investigation. While Florida is a wonderful state, the mystique and aura surrounding the letters F.B.I. stems from the word symbol "Federal". Much the same can be said about the letter F.D.I.C. Once again, if the letters stood for the "Florida Deposit Insurance Corporation" they would not command the same confidence as when the symbolic adjective "Federal" is used.

Thus, the Federal Courts are obligated to protect the word-symbol "Federal" when used as a false flag by financial predators.

II

THE DECISION OF THE COURT OF APPEAL,

5TH CIRCUIT, TO GRANT RELIEF FOR A NON-EXISTENT OR FICTITIOUS PLAINTIFF IS IN DIRECT CONFLICT BOTH WITH THE CONSTITUTION AND THE RULINGS OF THE U.S. SUPREME COURT.

One of the carved-in-stone rules for bringing a lawsuit is that you must first have a party, as in person.

In Volume 67A, Corpus Juris Secundum, *PARTIES*, § 9, it states:

> *Action and trade-name or in name of mere business interest.* It has been held that an action may not be maintained with a mere trade-name or business interest possessing no legal personality as plaintiff, and that an action may not be maintained in the name of a property with the proprietor's name affixed thereto. On the other hand, it has also been held that an individual who is doing business in a trade-name, especially where the suit relates to the business conducted in that name, provided that the trade-name is not made a cover or means of fraud, and provided a judgment in the action would be binding on the real party suing in such a business or trade-name.
>
> *Effect of lack of legal entity.* A suit brought in a name which is not that of a natural person, a corporation, or of a partnership is a mere nullity, in such a case, it has been held that the whole action fails. Moreover, where there is no legal entity in the name by which a plaintiff

> is designated, it has been held that there may be no cause of action, because a cause of action implies a person in existence qualified to institute process. page 655.

In the case at hand, it is painfully obvious from the front page of the Complaint that there is no real person bringing this lawsuit. That the state court in Texas made no summary dismissal is to its discredit; the state of Texas thus was in violation of Petitioners' rights under the Fourteenth Amendment to the U.S. Constitution.

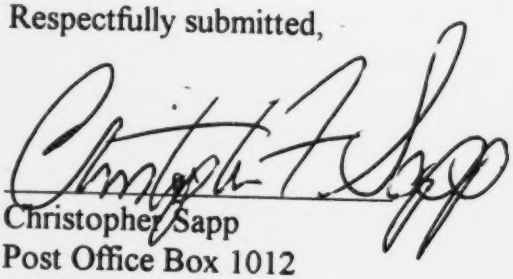
The U.S. District Court in Amarillo did no better. While it initially accepted the transfer and removal of the case from state court, it failed to summarily dismiss this sham lawsuit as was done in *Robinson v. State of Florida*, 345 F.2d 133 (5th Cir. 1965). A flexible approach to summary dismissals of actions removed from state court was approved by this Court in *Ruhrgas AG v. Marathon Oil Co.*, 143 L Ed 2d 760 (1999).

Thus, the U.S. District Court erred in not simply dismissing the action against Petitioners. The U.S. Court of Appeals, Fifth Circuit, likewise had the authority to simply dismiss the action against the Sapps and failed to do so. Thus, it is appropriate for the U.S. Supreme Court to review this case because of the conflict occasioned by the Fifth Circuit with the *Ruhrgas* (*supra*) decision and also with the U.S. Constitution.

CONCLUSION

Christopher Sapp and Jean Sapp respectfully request that this Court grant a writ of certiorari in order to protect the National prestige embodied in the word "Federal", and secondly, reaffirm the legal - precept that cases and controversies must be maintained by a real person and only real persons can be granted relief by Federal Courts.

Respectfully submitted,



Christopher Sapp
Post Office Box 1012
Lehigh Acres, Florida 33970
(941) 368-3922

APPENDIX A

IN THE DISTRICT COURT IN AND FOR
POTTER COUNTY, TEXAS

Case No. 83,466-B
(Filed: June 6, 1997)

RAIN AND HAIL INSURANCE
SERVICE

v.

CHRISTOPHER SAPP AND JEAN
SAPP, INDIVIDUALLY AND d/b/a
C & J SAPP PUBLISHING CO.

PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Now comes RAIN AND HAIL INSURANCE SERVICE, Plaintiff, complaining of CHRISTOPHER SAPP AND JEAN SAPP, INDIVIDUALLY AND d/b/a C & J SAPP PUBLISHING CO., Defendants and for cause of action would show the Court as follows:

I.

Plaintiff is a sole proprietorship with its principal place of business in Amarillo, Potter County, Texas. Defendants CHRISTOPHER SAPP AND JEAN SAPP are individuals who are doing business as C & J SAPP PUBLISHING COMPANY. Upon information and belief, Defendants reside

in Minneula, (sic) Florida. The only available information on Defendants address is P. O. Box 1503, Minneula(sic), Florida 34755-1503.

II.

Defendants have engaged and engage in business in the State of Texas. Plaintiff's cause of action arises out of said business. Defendant has done business in the State of Texas by, among other things, entering into contracts by mail, telephone or otherwise with Texas residents, to be performed in the State of Texas, specifically, entering into contracts for Insurance with the Plaintiff.

By virtue of the facts alleged above, Plaintiff says that Defendants are amenable to process as non-resident Defendants doing business in the State of Texas. Service may be had by delivering to the Secretary of State of the State of Texas duplicate copies of such process, and the Secretary of State, upon receipt of such process, forthwith forwarding to the Defendants a copy of the process by registered mail, return receipt requested. Plaintiff here says that Defendants may be served with process under the auspices of § 17.044 of the Tex. Civ.Prac.&Rem.Code.

III.

In the dates shown on the itemized and verified accounts attached hereto as Plaintiff's Exhibit "A", Plaintiff issued Multi-Peril Crop Insurance to Defendants as more fully described therein. Such insurance was provided pursuant to a contract therefor in the regular course of business upon an open account. Defendants accepted such insurance and thereby promised to an became bound to pay the agreed price which price was reasonable, fair and was stated in the request for payment therefor. Statements requesting payment was sent to Defendants. Systematic records of the debt have been kept by Plaintiff as are shown by the Affidavit which is attached hereto and incorporated herein as if fully set forth at length.

III.

Although Defendants promised to pay Plaintiff for the insurance coverage provided by Plaintiff and has been requested by Plaintiff to do so, Defendants have failed and refused and still fail and refuse to pay the account to Plaintiff's damages in the sum of THIRTEEN THOUSAND ELEVEN AND NO/100 DOLLARS ($13,011.00) together with prejudgment interest as allowed by law and attorney's fees as hereinafter alleged. Plaintiff fully and in all things performed its part of the agreement by issuing Multi-Peril Crop Insurance to Defendants in the time and manner requested.

IV.

Plaintiff made written demand on Defendants for payment more than thirty (30) days prior to the filing of this suit and therefore recovery of attorney's fees is authorized by § 38.001, et. seq. of the Texas Civil Practice and Remedies Code. Plaintiff has employed the undersigned attorneys to file this suit and would therefore show that it is entitled to recover the additional sum of at least **FIVE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($5,600.00)** as compensation for attorney's fees which sum is reasonable charge for the services rendered in bringing this suit.

WHEREFORE, Plaintiff requests that Defendants be cited to appear and answer and that on final trial have:

1. Judgment against Defendants for the principal sum of THIRTEEN THOUSAND ELEVEN AND NO/100 DOLLARS ($13,011.00);
2. Prejudgment interest as allowed by law;
3. Attorney's fees in the sum of at least FIVE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($5,600.00);
4. Costs of court;
5. Post-judgment interest as allowed by law; and
6. Such other and further relief to which Plaintiff

may be justly entitled.

Respectfully submitted,
SANDERS, BAKER AND JESKO, P.C.
Post Office Box 2667
Amarillo, Texas 79105-2667
(806) 353-7463
Attorneys for RAIN AND HAIL INSURANCE SERVICE

/s/_____
Mitch D. Carthel
State Bar No: 03940550

APPENDIX B

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION

RAIN & HAIL INSURANCE SERVICE,
Plaintiff,

v. **CASE NO.:**

CHRISTOPHER SAPP and JEAN SAPP,
Individually and dba C & J SAPP
PUBLISHING COMPANY,
Defendant.

_____/

NOTICE OF REMOVAL AND TRANSFER OF STATE ACTION TO UNITED STATES DISTRICT COURT

DEFENDANTS HEREBY give Notice of Removal and Transfer of State Action to the Plaintiff:

RAIN & HAIL INSURANCE SERVICE
by and through its attorney
Mitch D. Carthel, Esquire
SANDERS, BAKER and JESKO
P.O. Box 2667
Amarillo, Texas 79105-2667

of the above-entitled action to the United States District Court and say in support there of the following:

1. This is a civil action regarding financial liability for non-delivered Federal Crop Insurance Corporation insurance policies.

2. Copies of process, pleadings, and orders are attached hereto as are required by 28 U.S.C. §1441:

a) Receipt for copies from Cindy Groomer, District Clerk, County Courts at Law (civil) for pleadings and other papers, Case No.: 83,466-B, which were received by Defendants on April 26, 1999.

b) Plaintiff's Original Petition

c) Affidavit of Rain & Hail Insurance Service

d) Citation - Personal Service and Officer's Return for Christopher Sapp

e) Citation - Personal Service and Officer's Return for Jean Sapp

f) Plaintiff's First Amended Original Petition

g) Letter from secretary of State to Mitch D. Carthel

h) Defendant's Motion to Transfer Venue and Subject To Said Motion Sworn General And Special Denial.

i) Amended Motion For Withdrawal of Counsel Agreed To By Client

j) Consent To Withdrawal

3. Copy of this Notice of Removal is served on the District Clerk, County Courts of Law, Potter County, Texas where this case was originally filed and a copy is also served this date (both by U.S. Mail and by over-night delivery by Federal Express) on the above-stated attorney.

4. The initial pleading, captioned Plaintiff's Original Petition, was received by the Defendants on April 26, 1999.

5. The reasons for this Notice of Removal are contained in the following counts:

COUNT I

a) This action presents on its face federal questions to be determined in accord with 28 U.S.C. A. §1331 which provides for original jurisdiction in U.S. District Court.

b) The civil action being removed is a suit concerning liability of for non-delivered Federal Crop Insurance

Corporation insurance policies, the Application for which is attached to the Original Petition, and its contents are thus evident on the face of Plaintiff's initial pleading.

c) The aforesaid Application and Production Report contains the following notice:

> This insurance policy is reinsured by The Federal Crop Insurance Corporation under the provisions of the Federal Crop Insurance Act, as amended (theAct) (7U.S.C. 1501 et seq.) And all terms of the policy and *rights and responsibilities of the parties are specifically subject to the Act and the regulations under the Act Published in Chapter IV of 7 CFR.* (Our emphasis)

d) Defendants can not receive protection of their civil rights and equal protection under Federal laws and regulations and the United States Constitution unless this action is removed to United States District Court pursuant to 28 U.S.C.A. §1443.

COUNT II

a) This action presents on its face actionable conduct of the Federal Crop Insurance Corporation, an appendage of the United States Department of Agriculture.

b) The absense of any delivered Federal Crop Insurance Corporation insurance policies is shown by a review of the Plaintiff's Original Petition.

c) Such omission constitutes a preliminary showing in the initial pleading that federal agents have failed in their duties to Defendants.

d) Such actionable violations render agents and officers of the Federal Crop Insurance Corporation and the United States Department of Agriculture subject to the protection of 28 U.S.C.A. §1442 and by virtue of the equal

protection clause of the United States Constitution, Defendants are allowed the same right of removal in order to protect their civil rights and receive the equal protection of Federal laws and regulations.

e) Thus this action is removable under 28 U.S.C.A. §1443.

COUNT III

a) This action is presently a denial of the civil rights of Defendants secured and guaranteed to the removing parties by the laws and Constitution of the United States.

b) It is shown on the face of Plaintiff's Original Petition that Defendants are entitled to the rights secured under the Federal Crop Insurance Corporation Act and its subsequent amendments and appropriate agency regulations.

c) Plaintiff and others with which it is acting concert have thus deprived Defendants of their civil rights under the aforesaid federal laws and in accord with 28 U.S.C.A.§1343 original jurisdiction is vested in the District Court and this action is removable under 28 U.S.C.A. §1443.

COUNT IV

a) Defendants reallege all statements of fact in the previous Counts.

b) Plaintiff has wrongfully brought the state action in question as a device to evade its responsibility to Defendants under the Federal Crop Insurance Act and its amendments and appropriate Federal regulations and so deprive them of their rights and privileges under the Constitution and the laws of the United States.

c) Such wrongdoing is a violation of 28U.S.C.A. §1343 which provides for original jurisdiction in the District Court thus causing this action to be removable under 28 U.S.C.A. §1443.

COUNT V

a) Defendants here reallege all previous allegations.

b) Defendants have not received, nor in the future will Defendants receive protection of their rights, privileges and immunities which are provided by the United States .

Constitution, and the appropriate federal laws and regulations, in the state court proceeding.

c) The Federal Courts are committed to supply protection whenever individuals are owed protection of their Federal rights as shown in the United States Supreme Court's decision Bivens v. Six Unknown named Agents of Federal Bureau of Narcotics, 91 S.C. T. 1999 (1971).

d) Defendants are entitled to the protection of this U.S. District Court to prevent federally-prohibited predatory practices. Transfer there of this case is thus necessitated by the Bivens doctrine.

WHEREFORE, Defendants file this Notice of Removal and Transfer of State Action to the United States District Court pursuant to 28 U.S.C.A. §1443 and pursuant to the Federal rights-protection doctrine espoused in Bivens and request all appropriate remedies and assistance of the United States District Court.

Dated: May 24, 1999

/s/_____
Christopher F. Sapp
P. O. Box 1012
Lehigh Acres, Florida 33970
(941) 368-7853

/s/_____
Jean Sapp
P. O. Box 1012
Lehigh Acres, Florida 33970
(941) 368-7853

CERTIFICATE OF SERVICE

I CERTIFY that a copy hereof has been furnished to Mitch D. Carthel, SANDERS, BAKER AND JESKO, P.C. P. O. Box 2667, Amarillo, Texas 79105-2667 and to the District Clerk of County Courts of Law (civil), Potter County, Post Office Box 9570, Amarillo, Texas 79105-9570 by U.S. Mail and overnight delivery by Federal Express this 24th day of May, 1999.

/s/_____
Christopher F. Sapp

APPENDIX C

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION

(Filed: July 3, 1999)

Civil Action Cause Number: 2:99-CV-174-J

RAIN & HAIL INSURANCE SERVICE,
Plaintiff,
v.
CHRISTOPHER SAPP and JEAN SAPP, Individually and d/b/a C & J PUBLISHING COMPANY,
Defendants.

ORDER GRANTING MOTION FOR REMAND

Before the Court is Plaintiff's motion, filed May 27, 1999, for a remand of this case. Defendants were served in this case on June 16, 1997. They removed to this Court nearly two years later — on May 21, 1999. Removal was untimely, 28 U.S.C. §1446, and Plaintiff has moved for remand on that basis. Plaintiff's motion is granted. New York Life Ins. Co. v. Deshotel, 142 F.3d 873 (5th Cir. 1998). This case is hereby remanded to the 181st District Court in Potter County, Texas.

It is SO ORDERED.
Signed this 12th day of July, 1999.

/s/
MARY LOU ROBINSON
UNITED STATES DISTRICT JUDGE

APPENDIX D

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT
(Filed April 12, 2000)

No. 99-10860
Conference Calendar

RAIN & HAIL INSURANCE SERVICE,
Plaintiff-Appellee,

versus

CHRISTOPHER SAPP, Individually, doing business as C & J Sapp Publishing Company; JEAN SAPP Individually, doing business as C & J Sapp Publishing Company,
Defendants-Appellants.

- - - - - - - - - - - - - - - - - - - -

Appeal from the United States District Court
for the Northern District of Texas
USDC No. 2:99-CV-174

- - - - - - - - - - - - - - - - - - - -

Before WIENER, DeMOSS, and PARKER, Circuit Judges.
PER CURIAM:*

Christopher and Jean Sapp, appearing individually and

* Pursuant to 5th CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

doing business as C & J Sapp Publishing Company ("the Sapps"), appeal the district court's order remanding the instant lawsuit, brought against them by Rain & Hail Insurance Service ("Rain & Hail") for alleged nonpayment of insurance premiums, to Texas state court. They argue that the removal order is appealable because 28 U.S.C.§ 1227 (d) (sic)provides them with an appeal as of right.

Contrary to their assertion, because the district court's remand order was based on the untimeliness of the removal, a ground enumerated in 28 U.S.C. §1447 (c), the removal order is not appealable. Things Remembered, Inc. V. Petrarca, 516 U.S. 124, 127-28 (1996); 28 U.S.C. §1447 (d). Accordingly, the appeal is DISMISSED for lack of jurisdiction. 5TH CIR. R. 42.2.

Rain & Hail's motion for sanctions, pursuant to Fed. R. App. R. 38, is GRANTED. This appeal is frivolous. The Sapps' arguments are wholly without merit, and the result of the appeal is obvious; accordingly, the Sapps are ORDERED to pay sanctions in the amount of $1,500, as double costs and reasonable attorney's fees. See Buck v. United States, 967 F.2d 1060, 1062 (5th Cir. 1993)

APPEAL DISMISSED; SANCTIONS IMPOSED.